

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** 9/20/06

**Division:** Public Works

**Bulk Item:** Yes   X   No       

**Department:** Solid Waste Management

**Staff Contact Person:** Carol A. Cobb

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**AGENDA ITEM WORDING:** Approval of an Agreement for Consulting Services with Government Services Group, Inc. to provide an Online Assessment Data Management Service, and create the annual Solid Waste Assessment roll

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**ITEM BACKGROUND:** Government Services Group, Inc. has assisted the Solid Waste Department with the creation of the annual Solid Waste Assessment roll since the City of Marathon returned to the system. The creation of the website has made the data more accessible and updates to the roll more accurate.

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**PREVIOUS RELEVANT BOCC ACTION:** Approval to accept Government Services Group, Inc.'s proposals on 5/21/03, and 11/16/05

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**CONTRACT/AGREEMENT CHANGES:** Inaugural agreement

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** \$46,500.00\_\_\_\_\_

**BUDGETED:** Yes   X   No       

**COST TO COUNTY:** \$46,500.00\_\_\_\_\_

**SOURCE OF FUNDS:** Account 40000-530310

**REVENUE PRODUCING:** Yes   X   No       

**AMOUNT PER MONTH\_** Year \$9,000,000.00  
(approximately)

**APPROVED BY:** County Atty   X   OMB/Purchasing   X   Risk Management   X  

**DOCUMENTATION:** Included   X   Not Required\_\_\_\_\_

**DISPOSITION:**\_\_\_\_\_

**AGENDA ITEM #**\_\_\_\_\_

# **M E M O R A N D U M**

**TO:** Dent Pierce, Director  
Public Works Division

**FROM:** Carol A. Cobb, Sr. Administrator  
Solid Waste Management

**DATE:** August 9, 2006

**RE:** Government Services Group, Inc. Agenda Item

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Enclosed is the agenda item for approval of the Government Services Group, Inc.'s Agreement for Consulting Services.

Government Services Group, Inc. has assisted the Solid Waste Department with the creation of the annual Solid Waste Assessment roll since the City of Marathon returned to the system. The creation of the website has made the data more accessible and updates to the roll more accurate.

## CONTRACT SUMMARY

for BOCC meeting on 9/20/06                      Agenda Deadline: 9/5/06

**AGREEMENT FOR  
CONSULTING SERVICES  
for**

**Monroe County Solid Waste Assessment Support**

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This Agreement ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

Government Services Group, Inc., a corporation of the State of Florida, whose address is 1500 Mahan Dr, Ste 250, Tallahassee, FL 32308 its successors and assigns, hereinafter referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, COUNTY desires to employ the professional services of CONSULTANT for Solid Waste Assessment Program data support; and

WHEREAS, CONSULTANT has agreed to provide professional services which shall include, but not be limited to, assessment roll maintenance and submission to Tax Collector, TRIM notice generation and submission to Tax Collector, implementation of Online Assessment Data Management Service and roll certification, which shall be called the "Project";

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

**ARTICLE 1**

**1.1 REPRESENTATIONS AND WARRANTIES**

By executing this Agreement, CONSULTANT makes the following express representations and warranties to the COUNTY:

- 1.1.1** The CONSULTANT is professionally qualified to act as the CONSULTANT for the Project and is licensed to provide the designated services by all public entities having jurisdiction over the CONSULTANT and the Project.

- 1.1.2 The CONSULTANT shall maintain all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until the CONSULTANT'S duties hereunder have been fully satisfied.
- 1.1.3 The CONSULTANT has become familiar with the Project sites and the local conditions under which the Work is to be completed.
- 1.1.4 The CONSULTANT shall prepare all documents required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in the subsequent implementation phases and shall be in conformity and comply with all applicable law, codes and regulations. The CONSULTANT warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to accomplish the purposes of the Project, therefore, eliminating any additional cost due to missing or incorrect information.
- 1.1.5 The CONSULTANT assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.
- 1.1.6 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit, for the COUNTY's and its representative's information, a schedule for the performance of the CONSULTANT'S services which may be adjusted as the Project proceeds if approved by the COUNTY, and shall include allowances for periods of time required for the COUNTY's review, and for approval of submission by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the COUNTY may not be exceeded by the CONSULTANT except for delay caused by events not within the control of the CONSULTANT or foreseeable by him. In the event the CONSULTANT does not conform to the schedule, then the CONSULTANT may be assessed a charge up to one percent (1%) of the fee per week until the work product is produced in an acceptable manner. The COUNTY shall assess the charge only after it is determined that the work delay is solely the fault of the CONSULTANT and his subconsultants and is not the fault of the COUNTY or other parties not under the control of the CONSULTANT.
- 1.1.7 CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT and its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the COUNTY, nor shall they accrue any of the rights or benefits of a COUNTY employee.

## **ARTICLE II**

### **SCOPE OF CONSULTANT'S BASIC SERVICE**

#### **2.1 DEFINITION**

CONSULTANT'S Basic Services consist of those described in Paragraphs 2.2 and 2.3, and other services identified as part of Basic Services, and include normal consulting services to certify the annual Solid Waste assessment roll and complete the

Project. The CONSULTANT shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY. The notice to proceed must contain a description of the services to be performed, and the time within which services must be performed.

## **2.2 BASIC SERVICES INCLUDED**

### **A. Implementation and hosting of Online Assessment Data Management Service**

- Current and historic Assessment data will be made available to County Staff for reference and modification via the Internet, hosted by CONSULTANT

### **B. Preparation of Annual Assessment Roll**

### **C. Determination of needed fieldwork**

### **D. Creation of electronic export of TRIM notice information to Property Appraiser**

### **E. Certification and export of annual assessment roll to Tax Collector**

## **2.3 OTHER**

## **2.4 SCHEDULE**

Project schedule is as follows:

After Authorization

<b>Event</b>	<b>Date</b>
Implementation of Online Assessment Data Management Service	June 1, 2006, then available throughout contract period
GSG obtains updated tax roll information from County	June 15 annually
GSG provides field work to County for verification	June 26 annually
County provides field work information to GSG to update roll	July 14 annually
GSG prepares preliminary assessment roll for entire County and the City of Marathon	July 21 annually
GSG provides preliminary assessment roll to Monroe County Property Appraiser (TRIM)	July 24 or as required annually
Test export of Non-Ad Valorem Assessment Roll to Tax Collector	September 6 annually
GSG certifies Non-Ad Valorem Assessment Roll to Tax Collector on behalf of the County	By September 15 annually

**Note: Activities listed above may occur concurrently.**

## **2.5 COMPLETION DATE**

This agreement is retro-active to October 1, 2005, and will remain in effect until canceled by either party as stated in section 9.5.

The Project must be completed no later than September 15<sup>th</sup> of each year. Time is of the essence in this regard.

## **2.6 CORRECTION OF ERRORS, OMISSIONS, DEFICIENCIES**

The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both.

## **2.7 WRITTEN NOTICE**

Any notices sent by the parties shall be deemed to have been duly served if delivered in person to the individuals and addresses listed below, or if delivered or sent by first class mail, certified, return receipt, or by courier with proof of delivery.

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONSULTANT. The correspondence shall be directed to:

Dent Pierce  
Public Works Division Director  
1100 Simonton Street, Room 2-231  
Key West, Florida 33040

Notice to the CONSULTANT shall be delivered to:

Mark Brown &  
Camille Tharpe  
Government Services Group, Inc.  
1500 Mahan Dr Ste 250  
Tallahassee, FL 32308

## **ARTICLE III**

### **ADDITIONAL SERVICE**

- 3.1** The services described in this Article III are not included in Basic Services. They shall be paid for by the COUNTY as an addition to the compensation paid for the Basic Services but only if approved by the COUNTY before commencement, and are as follows:

- A. Providing services of CONSULTANT for other than the previously listed scope of the Project provided as a part of Basic Services.
  - B. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted consulting practice.
  - C. Providing representation before public bodies in connection with the Project, upon approval by COUNTY.
- 3.2 If Additional Services are required, such as those listed above, the COUNTY shall issue a letter requesting and describing the requested services to the CONSULTANT. The CONSULTANT shall respond with a fee proposal to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONSULTANT proceed with the Additional Services.

## **ARTICLE IV**

### **COUNTY'S RESPONSIBILITIES**

- 4.1 COUNTY shall provide full information regarding requirements for the Project including objectives, schedule, constraints and criteria.
- 4.2 COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services.
- 4.3 Prompt written notice shall be given by COUNTY through its representative to CONSULTANT if COUNTY becomes aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.7.
- 4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and work of the contractors.
- 4.5 The COUNTY's review of any documents prepared by the CONSULTANT or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such documents shall relieve the CONSULTANT of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.
- 4.6 The COUNTY shall provide copies of necessary documents required to complete the work.



- 4.7 Any information that may be of assistance to the CONSULTANT to which the COUNTY has immediate access will be provided as requested.

## **ARTICLE V**

### **INDEMNIFICATION AND HOLD HARMLESS**

The CONSULTANT covenants and agrees to indemnify, hold harmless and defend COUNTY, its commissioners, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by Monroe County, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by CONSULTANT or its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONSULTANT, its Subcontractor(s) in any tier, their officers, employees, servants and agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of Consultant's failure to purchase or maintain the required insurance, CONSULTANT shall indemnify COUNTY from any and all increased expenses resulting from such delay. Should any claims be asserted against COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONSULTANT, CONSULTANT agrees and warrants that CONSULTANT shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the COUNTY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the CONSULTANT is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

## **ARTICLE VI**

### **PERSONNEL**

#### **6.1 PERSONNEL**

The CONSULTANT shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions as indicated:

<b>NAME</b>	<b>FUNCTION</b>
Mark Brown	Mgmt/Data Analyses/Programming

Chance Hendrix  
Lisa Daws  
Camille Tharpe

Data Analyses/Programming  
Data Analyses  
Project Oversight

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. If they are replaced CONSULTANT shall notify COUNTY of the change immediately.

## **ARTICLE VII** **COMPENSATION**

### **7.1 CONTRACT SUM**

The COUNTY shall pay the CONSULTANT in current funds for the CONSULTANT'S performance of this Agreement the sum of \$46,500 lump sum fee for 2006, \$30,000 lump sum fee for 2007 and \$30,000 lump sum fee for 2008, based on a three year contract.

### **7.2 PAYMENTS**

\$11,625	January 2006
\$11,625	March 2006
\$11,625	June 2006
\$11,625	September 2006
\$7,500	January 2007
\$7,500	March 2007
\$7,500	June 2007
\$7,500	September 2007
\$7,500	January 2008
\$7,500	March 2008
\$7,500	June 2008
\$7,500	September 2008

**7.2.1** Unless otherwise provided for in paragraph 7.1 above, for its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid pursuant to the Florida Prompt Payment Act.

- (A) If the CONSULTANT'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONSULTANT shall be equitably adjusted, either upward or downward.
- (B) As a condition precedent for any payment due under this Agreement, the CONSULTANT shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONSULTANT'S invoice shall describe with reasonable particularity

the service rendered. The CONSULTANT'S invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought at the COUNTY may require.

### **7.3 REIMBURSABLE EXPENSES**

**7.3.1** Reimbursable expenses include expenses incurred by the CONSULTANT in the interest of the project outside of the basic scope of work:

- a. Expense of transportation submitted by CONSULTANT, in writing, and living expenses in connection with travel authorized by the COUNTY, in writing, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes.
- b. Reproductions as requested only by the COUNTY (beyond 6 complete reports in electronic and printed format, plus one complete reproducible set if drawings are necessary).

### **7.4 BUDGET**

**7.4.1** The CONSULTANT may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.

**7.4.2** The COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

## **ARTICLE VIII** **INSURANCE**

**8.1** The CONSULTANT shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT'S failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

**8.2** The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

**8.3** CONSULTANT shall obtain and maintain the following policies:

- A. Workers' Compensation insurance as required by the State of Florida.
- B. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- C. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with *One Million Dollars (\$1,000,000.00) combined single limit and One Million Dollars (\$1,000,000.00) annual aggregate.*
- D. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONSULTANT or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with *One Million Dollars (\$1,000,000) per occurrence and annual aggregate.*
- E. Professional liability insurance of *One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.* If the policy is a "claims made" policy, CONSULTANT shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.
- F. COUNTY shall be named as an additional insured with respect to CONSULTANT'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.
- G. CONSULTANT shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subconsultants.
- H. CONSULTANT shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured by Section 12.1.3 including any subsection thereunder. The COUNTY reserves the right to require a certified copy of such policies upon request.

## **ARTICLE IX**

### **MISCELLANEOUS**

#### **9.1 SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are

not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

## **9.2 OWNERSHIP OF THE PROJECT DOCUMENTS**

The documents prepared by the CONSULTANT for this Project belong to the COUNTY and may be reproduced and copied without acknowledgement or permission of the CONSULTANT.

## **9.3 SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the COUNTY. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

## **9.4 NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

## **9.5 TERMINATION**

Either party hereto may terminate this Agreement upon giving seven (7) days written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. The COUNTY may terminate this Agreement without cause upon giving seven (7) days written notice to the CONSULTANT. If the COUNTY utilizes this provision, the termination shall supersede any obligation under paragraph 9.15. Termination expenses shall be paid and shall include all expenses until date of termination and any additional services required in order to stop performance of services, subject to audit for verification.

## **9.6 CONTRACT DOCUMENTS**

This contract consists of the Agreement (Articles I-IX), the CONSULTANT'S Proposed Scope of Services, Appendix B, documents referred to in the Agreement as a part of this Agreement. In the event of any conflict between any of the contract documents, the one imposing the greater burden on the CONSULTANT will control.

## **9.7 PUBLIC ENTITIES CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may

not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONUSULTANT has been placed on the convicted vendor list.

**CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.**

#### **9.8 MAINTENANCE OF RECORDS**

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or County Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

#### **9.9 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONSULTANT agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body. The Parties waive their rights to a trial by jury.

#### **9.10 SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

#### **9.11 ATTORNEY'S FEES AND COSTS**

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

#### **9.12 BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONSULTANT and their respective legal representatives, successors, and assigns.

#### **9.13 AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

#### **9.14 CLAIMS FOR FEDERAL OR STATE AID**

CONSULTANT and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

#### **9.15 ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 15 days after

the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

#### **9.16 COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

#### **9.17 NONDISCRIMINATION**

CONSULTANT and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONSULTANT or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.



**9.18 COVENANT OF NO INTEREST**

CONSULTANT and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**9.19 CODE OF ETHICS**

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**9.20 NO SOLICITATION/PAYMENT**

The CONSULTANT and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**9.21 PUBLIC ACCESS.**

The CONSULTANT and COUNTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT and COUNTY in connection with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

**9.22 NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONSULTANT and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

**9.23 PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation,

and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

#### **9.24 LEGAL OBLIGATIONS AND RESPONSIBILITIES**

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

#### **9.25 NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONSULTANT and the COUNTY agree that neither the CONSULTANT nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

#### **9.26 ATTESTATIONS AND TRUTH IN NEGOTIATION**

CONSULTANT agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

#### **9.27 NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or

her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

## 9.28 EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY  
COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

(Seal)

Attest:

BY: Camille P. Thorpe  
Camille P. Thorpe  
Title: Secretary

CONSULTANT

By: Mark R. Brown  
Title: VICE-PRESIDENT

END OF AGREEMENT

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

Susan M. Grimsley  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY  
Date 8-10-06

# Appendix B

## ANNUAL MAINTENANCE OF ASSESSMENT PROGRAM & IMPLEMENTATION OF WEB-BASED ASSESSMENT DATA MANAGEMENT SERVICE

# Scope of Services

## **Task 1: Develop and Implement the Online Assessment Data Management Service**

Using GSG's familiarity with the County's solid waste assessment program, an online service will be created to provide County staff access to and management of the underlying assessment program data. Users will have the ability to access the service via a standard web-browser over an Internet connection. Detail on this service is included following the Critical Events Schedule in this appendix.

## **Task 2: Prepare Fiscal Year 2006-07 Assessment Roll**

GSG will obtain information from several sources of data to update solid waste assessment roll for Fiscal Year 2006-07 as follows:

- Fiscal Year 2005-06 assessment roll certified to the Monroe County Tax Collector for the unincorporated area and the City of Marathon
- Most current working files from the ad valorem tax roll from the Monroe County Property Appraiser
- Current list of Monroe County taxing authority codes from the Monroe County Property Appraiser

GSG will use these files to perform the following tasks:

- Import the ad valorem tax roll to develop a preliminary electronic database of properties that fall within the assessment area, based on the taxing authority and categorized by their assignments of use by the Property Appraiser.
- Programmatically apply the business rules of the assessment program to the database, assigning billing units and extending charges to the individual tax parcels. Determine the total number of billing units based on the apportionment methodology and determine revenue generation.
- Apply corrections and fieldwork overrides to the database and add new residential COs as they are provided to GSG.

## **Task 3: Determine Scope of Additional Fieldwork**

Following two active hurricane seasons and the merging of the Marathon solid waste assessment into the unincorporated County solid waste program, the possibility of uncertainties in unit counts exists. While performing the data analyses necessary to create the annual roll, GSG will programmatically determine the amount of fieldwork required to improve the accuracy of the assessment. If the County decides to perform fieldwork, GSG can provide assistance, as needed, on a work-order basis.

## **Task 4: Provide Information to Property Appraiser for Use on the TRIM Notice**

Using the preliminary assessment roll, GSG will prepare a file on compatible electronic medium capable of merger with the ad valorem tax roll files for purposes of the TRIM notice.

**Task 5:           Certify Final Assessment Roll in Conformance with Uniform Method**

Using the final assessment roll, after applying any changes or modifications provided by the County, GSG will prepare a file on compatible electronic medium capable of merger with the ad valorem tax roll files. GSG will create test merge files and provide to the Tax Collector's data management provider to ensure an accurate merge. GSG will also provide a CD containing the annual roll to the Monroe County Tax Collector.

**Task 6:           Post-Certification Documentation / Roll Finalization**

Following the certification of the annual roll, GSG will provide to the County an updated Customer Service database, a report of assessed government parcels for manual billing, as well as detail and summary reports for each hauler district. GSG will work as needed with the Monroe County Tax Collector's office to make roll modifications due to parcel splits and combinations after the rolls have been submitted.

**FEES AND COSTS**

For the services provided by GSG, the lump sum fee for professional services for the proposed scope of services will be \$46,500 for the first fiscal year and \$30,000 for subsequent years, based on a commitment to a three-year contract. The lump sum would be due and payable on a quarterly basis, assuming notice to proceed occurs by November 1, 2005, as follows:

<b>Payment</b>	<b>Schedule</b>
25% of lump sum fee	January 2006
25% of lump sum fee	March 2006
25% of lump sum fee	June 2006
25% of lump sum fee	September 2006

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices for FY 2006-07. These costs depend on the number of assessable parcels of property within the County. However, mailing and production costs are \$1.25 per parcel, due and payable at the time of adoption of the preliminary assessment resolution.

The lump sum fee for professional services does not include any on-site visits by representatives of GSG. On-site meetings (together with any actual costs associated therewith) may be arranged at our standard hourly rates. Project status meetings may be arranged through scheduled telephone conferences in lieu of on-site visits.

## CRITICAL EVENTS SCHEDULE

Event	Date
Preliminary Online Service Development Complete / Testing and Refinement Begin	March 1, 2006
Implementation of Online Assessment Data Management Service	June 1, 2006
GSG obtains updated tax roll information from County	June 15, 2006
GSG provides field work to County for verification	June 26, 2006
County provides field work information to GSG to update roll	July 14, 2006
GSG prepares preliminary assessment roll for entire County and the City of Marathon	July 21, 2006
GSG provides preliminary assessment roll to Monroe County Property Appraiser	July 24, 2006
Property Appraiser mails TRIM notices for County and City of Marathon properties	August 25, 2006
Test export of Non-Ad Valorem Assessment Roll to Tax Collector	September 6, 2006
Public Hearing to adopt Annual Assessment Resolution	By September 15, 2006
GSG certifies Non-Ad Valorem Assessment Roll to Tax Collector on behalf of the County	By September 15, 2006

# Overview:

## Online Assessment Data Management Service

The Online Assessment Data Management Service is a web-based utility, tailored to the County's Solid Waste Assessment, which allows the remote management and viewing of assessment program data. By using this service, County staff can readily access assessment information at the parcel level, without the overhead of dedicated technical staff and data processing hardware, storage and support.

Below are key points of the service:

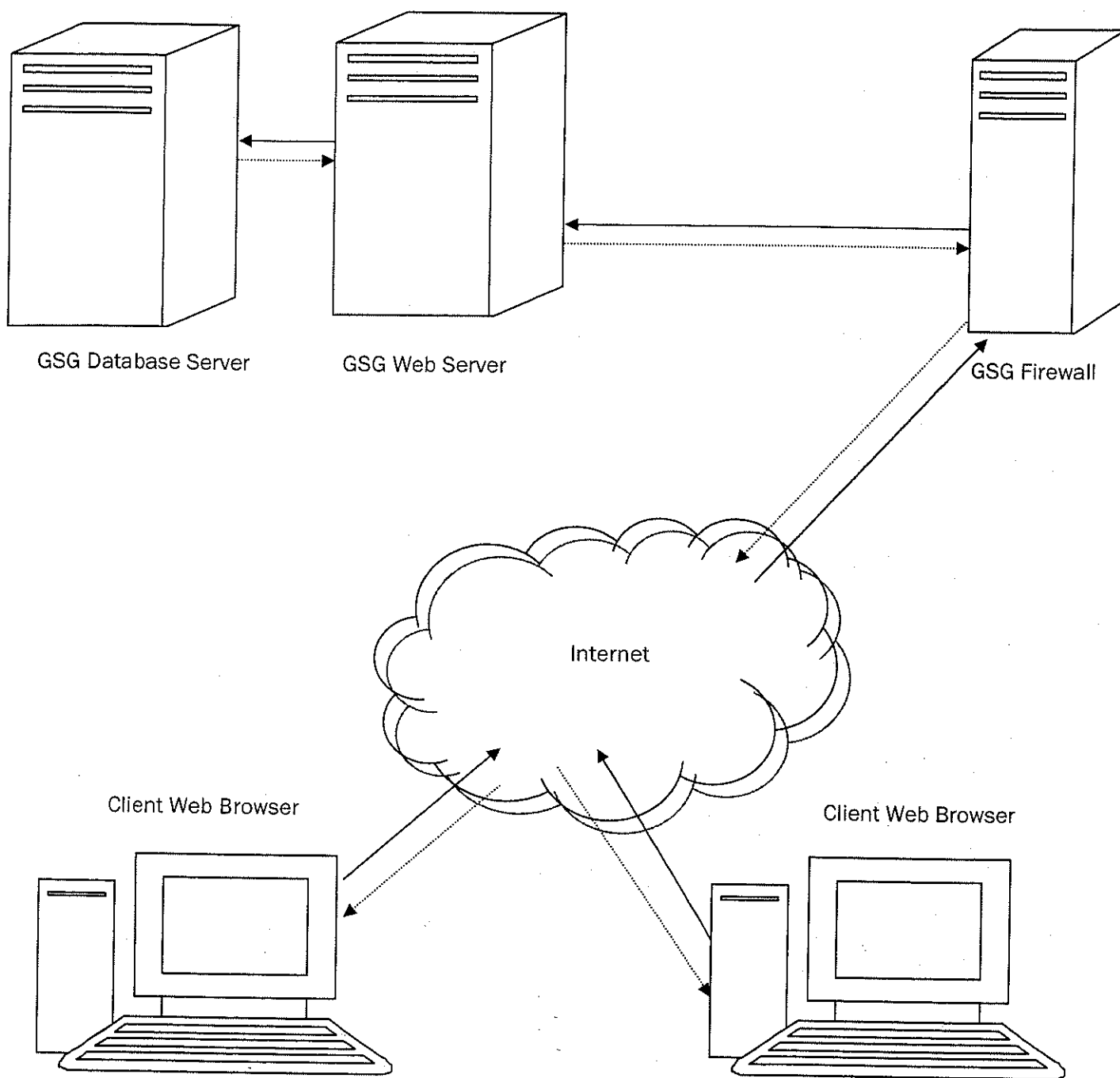
- GSG hosts the data on behalf of the County and provides for data storage and archiving on a secure, virus-protected network, behind monitored firewalls
- GSG provides the Web and database servers and their associated software and hardware
- GSG provides the Internet bandwidth and URL for the Web-based hosting
- GSG creates a Web-based interface for users of the service, customized for the County's program
- The interface uses secure, SSL encrypted and password-protected access to the data
- Users can have varying levels of access to the data, based on group-level security
- Only an Internet connection and Internet Explorer 6.0 or higher are necessary to use the service
- No proprietary software is needed on the client workstation or network

The Web-based interface will provide users the ability to:

- Look-up assessment information by parcel ID, alternate key or owner name
- View assessment amounts, parcel use codes, corrections and unit-counts per parcel
- View assessment and unit history per parcel
- Edit parcel-level information and enter corrections or overrides
- Flag parcels that require first class notices
- Flag parcels that need fieldwork inspection
- Enter notes and flag for customer service callback
- Generate reports on unit-counts, assessment totals, hauler counts, fieldwork, etc.

To provide this client-server service, a combination of back-end database and Web browser front-end will be used. The data will be stored in a database on a multi-processor server with redundant disk, power and network subsystems. The user interface for the application will be a Web site built and hosted by GSG that uses ASP to interact with the back-end database. Benefits of this approach include reduction of development time, transparency to the end-user of upgrades and enhancements, as well as ease of implementation to the client. Only an Internet connection and compatible browser (IE6+) will be needed by the client to operate the application. The following diagram illustrates the basic approach.





## **DATA MANAGEMENT AND SUPPORT**

Once the interface, programming and database are complete and in use, GSG will maintain the infrastructure, data and code. The client will need nothing but Internet connectivity and a compatible web browser to access the application while GSG is contracted for hosting. The access and use of this service will only be valid under the terms of this scope of services.

GSG will be responsible for maintaining the hardware, software and licensing used for the database component of the application. Regularly scheduled archives of the data, database consistency and performance checks will be performed on the back-end database. GSG will also maintain the hardware, software and licensing used for the web-based component of the application. Any code changes will be made on GSG's local servers, eliminating the need for intervention or upgrades at the client level. Nightly archives of the application will be conducted. Web site registration, hosting and bandwidth will be provided by GSG.

Application support will be provided by telephone Monday through Friday, between the hours of 9:00 a.m. & 5:00 p.m. Eastern Time, except for major holidays.

## **DEMONSTRATION OF ONLINE SERVICE**

A demo of a fire-rescue assessment version of the online service is available at:

<https://apphost.govserv.com/onlineDemo/>

Login: mcsw

Password: keys2006

A user guide for the fire-rescue assessment version demo of the online service has been included with this proposal.

<b>PRODUCER</b> <b>Earl Bacon Agency, Inc</b> 3131 Lonnbladh Road P.O. Box 12039 Tallahassee FL 32317 Phone: 850-878-2121 Fax: 850-878-2128		OP ID BL GOVER-4 07/31/06 <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>													
<b>INSURED</b>  Government Services Group, Inc. 1500 Mahan Dr. #250 Tallahassee FL 32308		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Zenith Insurance Co</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>St. Paul Travelers</b></td> <td></td> </tr> <tr> <td>INSURER C: <b>Maxum Indemnity Company</b></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Zenith Insurance Co</b>		INSURER B: <b>St. Paul Travelers</b>		INSURER C: <b>Maxum Indemnity Company</b>		INSURER D:		INSURER E:	
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INSURER E:															

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY	6807521H602TIL05	11/01/05	11/01/06	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE
						PRODUCTS - COMP/OP AGG
						Emp Ben.
B		AUTOMOBILE LIABILITY	6807521H602TIL05	11/01/05	11/01/06	COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC
						AGG
		GARAGE LIABILITY				
		<input type="checkbox"/> ANY AUTO				
B		EXCESS/UMBRELLA LIABILITY	CUP2431Y914IND05	11/01/05	11/01/06	EACH OCCURRENCE
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
		<input type="checkbox"/> DEDUCTIBLE				
		<input checked="" type="checkbox"/> RETENTION \$				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z836045312	11/01/05	11/01/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
		OTHER				E.L. DISEASE - POLICY LIMIT
C		Professional	PEP6001839-01	07/13/06	07/13/07	Ea Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 Days notice of cancellation for non-pay applies to all policies.  
 Certificate holder is also added as additional insured with respects to liability for this project.

### CERTIFICATE HOLDER

MOCOKE2

Monroe County  
 Gato Building  
 1100 Simonton Street  
 Key West FL 33040

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.